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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

0-00047500-40

This Indenture, WITNESSETH, That the Grantor
James W. Edwards, and Betty J. Edwards, his wife

of the City of Chicago, County of Cook, and State of Illinois
for and in consideration of the sum of Seven Thousand Fifty Seven & 80/100 Dollars

in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA Trustee
of the City of Chicago, County of Cook, and State of Illinois
and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all best gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises situated

in the City of Chicago, County of Cook, and State of Illinois, to-wit:
11756 South Wentworth
The South 37.50 feet of Lots 29, 30, 31 and 32 in Block 1 of
Thomas Scanlon's Addition to Pullman, being a Subdivision of
the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section
21, Township 37 North, Range 14, East of the Third Principal
Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: 11756 SOUTH WENTWORTH
PERMANENT TAX NUMBER: 25-21-417-046

Hereby releasing and waiving all claims under and by virtue of the homestead exemption laws of the State of Illinois.
IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
WHEREAS, The Grantor James W. Edwards and Betty J. Edwards, his wife

justly indebted upon _____ of _____ principal promissory note, bearing even date herewith, payable
TO FIRST METROPOLITAN BANK ASSOCIATED TO LAKE VIEW TRUST AND SAVINGS BANK
payable in 60 successive monthly installments each of \$117.63 due
on the note commencing on the 21st day of SEPT. 1985, and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

THIS IS A JUNIOR MORTGAGE

This Granting covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) To pay prior to the first day of June in each year, all taxes and assessments against said premises, and to demand to exhibit receipts therefor; (3) Within sixty days after destruction or damage to rebuild or repairs to all buildings or improvements on said premises that may have been destroyed or damaged; (4) That waste to said premises shall not be committed or suffered; (5) To keep all buildings or improvements on said premises insured by companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with the cause attached payable to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) To pay all fire insurances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or discharge of purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor agree to repay immediately without demand, and with same interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured here by.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at seven per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, on both, the same as if all said indebtedness had then matured by express terms.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of completion in connection with the foreclosure hereof— including reasonable attorney fees, outlays for documentary evidence, stamp duty charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure release— shall be paid by the grantor, and the like expenses and disbursements, incurred by any suit or proceeding, wherein the grantor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including collector's fees have been paid. The grantor, for each year, and for the heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Indenture, the court in which such bill is filed, may at once and without notice to the said grantor, or to any party claiming under said grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then
Thomas F. Bussey of said County is hereby appointed to be first successor in this trust, and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled to receive the reasonable charges.

Witness the hand and seal of the grantor, this 25th day of July, A. D. 1985

James W. Edwards
Betty J. Edwards

(SEAL)
(SEAL)
(SEAL)
(SEAL)

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State of Illinois }
County of Cook } 55.

Notary Public in and for said County, in the State aforesaid, Do hereby Certify that James W. Edwards and Betty J. Edwards, his wife

personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and Notarial Seal, this 25th day of JULY A. D. 1985

Strat R. K. Korman
Notary Public

Property of Cook County Clerk's Office

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11.00

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Box No. 146

SECOND MORTGAGE

Trust Deed

JAMES AND BETTY EDWARDS
1756 SOUTH WENTWORTH
CHICAGO, ILLINOIS

TO
GERALD E. SIKORA, Trustee
LAKE VIEW TRUST AND SAVINGS BANK
324 N. MICHIGAN AVE
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:
FIRST METROPOLITAN BUILDERS

LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, IL 60657
312/523-2180